



# STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

<b>RFP Number:</b> <b>09-001-START</b>	<b>RFP Title:</b> <b><u>Sanction, Treatment, Assessment, Revocation and Transition (START) Program</u></b>
<b>RFP Response Due Date and Time:</b> <b>August 26, 2008</b> <b>2:00 p.m., Local Time</b>	<b>Number of Pages:</b> 46, Appendices A, B, C & D

ISSUING AGENCY INFORMATION	
<b>Procurement Officer:</b> Gary Willems	<b>Issue Date:</b>
Montana Department of Corrections Contracts Management Bureau 1539 11 <sup>th</sup> Avenue Helena MT 59620	Phone: (406) 444-4941 Fax: (406) 444-9818 TTY Users, Dial 711  Website: <a href="http://www.cor.state.mt.us/">http://www.cor.state.mt.us/</a>

INSTRUCTIONS TO OFFERORS	
<b>Return Proposal to:</b>  Montana Department of Corrections Attn: Gary Willems 1539 11 <sup>th</sup> Avenue Helena MT 59620	<b>Mark Face of Envelope/Package:</b>  RFP Number: 09-001-START RFP Response Due Date: August 28, 2008  <b>Special Instructions:</b> <u>Pre-proposal conference in Helena - Section 1.5</u>
<b>IMPORTANT: SEE STANDARD TERMS AND CONDITIONS</b>	

OFFERORS MUST COMPLETE THE FOLLOWING	
<b>Offeror Name/Address:</b>	<b>Authorized Offeror Signatory:</b>  (Please print name and sign in ink)
<b>Offeror Phone Number:</b>	<b>Offeror FAX Number:</b>
<b>OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE</b>	

# Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related

accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to which a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

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Revised 06/08

## OFFEROR'S RFP CHECKLIST

### The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the Department website and will include all questions asked and answered concerning the RFP.
5. \_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. \_\_\_\_\_ **Check the Department website for RFP addenda.** Before submitting your response, check the Department website at <http://www.cor.state.mt.us/> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

**This checklist is provided for assistance only and doesn't need to be included with Offeror's Response.**

## SCHEDULE OF EVENTS

### EVENT

### DATE

RFP Issue Date ..... June 23, 2008

Pre-Proposal Conference ..... July 8, 2008

Deadline for Receipt of Written Questions ..... July 15, 2008

Written Response to Questions Posted to the MDOC Website ..... July 22, 2008

RFP Response Due Date ..... August 26, 2008

*Intended* Date for Contract Award ..... October 20, 2008

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### 1.0 PROJECT OVERVIEW

The Montana Department of Corrections (hereinafter referred to as “the Department” or “MDOC”) is seeking a contractor to operate and manage a Sanction, Treatment, Assessment, Revocation and Transition Program for MDOC offenders, as specified herein. A more complete description of the services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### 1.1 CONTRACT TERM

This contract shall take effect upon receipt of final contract signature and shall terminate seven (7) years from the first day of operation of the START program - unless terminated earlier in accordance with the terms of this contract (reference Mont. Code Ann. § 18-4-313).

### 1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued, until an offeror is selected and the selection is announced by the procurement officer, **offeror are not allowed to communicate with MDOC staff or officials regarding this procurement, except at the direction of the MDOC procurement officer in charge of the solicitation.** Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Gary Willems**  
Address: **1539 11<sup>th</sup> Avenue**  
Telephone Number: **(406) 444-4941**  
Fax Number: **(406) 444-9818**  
E-mail Address: **gwillems@mt.gov**

### 1.3 REQUIRED REVIEW

**1.3.1 Review RFP.** Offeror's should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and sample contract set out in this RFP and promptly notify the procurement officer, in writing or via e-mail, of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

**1.3.2 Form of Questions.** Offeror's requiring clarification or interpretation of any section within this RFP must submit the questions, in writing or via e-mail, to the procurement officer on or before **July 15, 2008**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline *may* not be considered.

**1.3.3 Department Response.** The State will provide an official written response by **July 22, 2008** to all questions received by the designated time/date. The Department's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the Department. Any formal written addendum will be posted on the MDOC website, alongside the posting of the RFP, at: <http://www.cor.state.mt.us/>. **Offeror's must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

## 1.4 **DEFINITIONS**

**ACA Standards** means the most recent edition of Standards for Adult Community Residential Services published by the American Correctional Association, 4380 Forbes Blvd., Lanham, MD 20706-4322; (301) 918-1800, as the standards may be modified, amended, or supplemented in the future).

**Case Manager** means an individual who has a baccalaureate degree and demonstrates a willingness to work with offenders in a constructive manner to assist in defining a workable treatment and transition plan.

**Certified Chemical Dependency Counselor** means a person who has the knowledge and skill necessary to provide the therapeutic process of chemical dependency counseling and who is certified by the Department of Commerce after determining compliance with standards of qualification, education, training, and experience.

**Chemical Dependency Technician** means a person who is responsible to provide supervision of offenders, direct involvement with Program activities and ensure security within the facility. A high school degree and successful completion of required training are requirements for this position.

**Close Custody** means the custody level of offenders whose movement within the Facility is very restricted. This level typically includes offenders released from Maximum Custody or disciplinary segregation who have serious records of institutional misconduct and are re-entering general population. Close custody also includes reception offenders awaiting transfer to the appropriate housing unity (excluding On Leave to Custody (OLTC) and tend ay furlough returns), "Temporary Lockup-up" for offenders facing disciplinary and reclassification hearings for serious rule infractions, and offenders serving detention time for disciplinary violations. Work assignments are only authorized within the secured area of the Facility with direct supervision. Movement of Close Custody offenders within the Facility does not require restraints. Movement of Close Custody offenders outside the Facility *requires* wrist, belt and leg restraints and a minimum of two (2) staff persons.

**Cognitive Restructuring** means a treatment model that focuses on the thoughts that lead an individual to criminal behavior. The primary goal is to restructure criminal thinking and therefore change criminal behavior. This component will help each offender examine patterns of thought that recur with negative consequences and develop a plan to change such thinking. Most important, this program has been shown to help reduce recidivism and produce overall change from anti-social to pro-social thinking and behavior in the offender population.

**Conditional Release** refers to instances when an offender is released into the community under auspices of the Department and subject to its rules. This is not a parole and offenders are not eligible for parole considerations while on conditional release. Offenders who violate conditions of their release and sent to prison would become eligible for parole when prison records show they have served their minimum sentence.

**Contract** means the agreement entered into between the Department and the successful offeror for the provision of services requested under the terms of this RFP. The contract will incorporate the offeror response and this Request for Proposal, and amendments, as applicable.

**Contractor** means the firm awarded the Contract to provide the services addressed in this RFP.

**Court Order** means any existing or future order issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation that is applicable to the operation, management or maintenance of the Facility or related to the care and custody of offenders at the Facility.



**Department or MDOC** means the Montana Department of Corrections.

**Department Liaison** means the Department employee(s) designated to monitor the overall operation of the Facility for compliance with Contract provisions and to coordinate the activities and communications between the Department and Contractor.

**Direct Supervision** means constant, uninterrupted supervision of an offender and requires staff to be in the immediate presence of said offenders at all times.

**Eligible Chemical Dependency Counselor** means an individual who meets eligibility requirements set forth in 37-35-102, MCA. Eligibility requirements address qualification, education, training, and experience.

**Emergency care** means the medical or surgical care necessary to treat the sudden onset of potentially life or limb threatening conditions or symptoms that begin within twelve (12) hours after onset. Heart attacks, strokes poisoning, loss of consciousness or respiration, and convulsions are examples of conditions requiring emergent care.

**Facility** means the physical location of the Sanction, Treatment, Assessment, Revocation, and Treatment Program operated by Contractor, including housing units, administrative offices, and all other structures and improvements of any kind whatsoever. This shall also include, but is not limited to, all support buildings, roads, fences, utility systems, etc.

**FF&E** means furnishings, fixtures, and equipment or the providing of same, depending upon the context.

**Fiscal Year** means the one-year period beginning on July 1 and ending on June 30 and is used for budgeting and appropriations purposes by the Department.

**Indirect Supervision** means a non-routine lapse in Direct Supervision is allowed for short, temporary periods provided the offender is in a secure area or, staff may have visual supervision of an offender without being within the immediate presence of the offender.

**Inpatient Hospitalization** means health care received by an offender admitted to a facility licensed and operated pursuant to law that is primarily engaged in providing health services on an inpatient basis for the care and treatment of injuries or sickness through medical, diagnostic and surgical facilities.

**IPPO** means Institutional Probation and Parole Officer.

**MDOC Sentence** means an offender is sentenced by District court to the Department of Corrections. The MDOC can then assess an offender's needs and history and place the offender in the appropriate facility. The key is that if the offender does not get placed in prison, then the MDOC retains jurisdiction and may release the offender, when appropriate, through a Conditional Release.

**MSP** means Montana State Prison in Deer Lodge, Montana.

**MWP** means Montana Women's Prison in Billings, Montana.

**NCCHC Standards** means the most recent edition of standards for community corrections residential treatment programs published by the National Commission on Correctional Health Care 1145 W. Diversey Pkwy. Chicago, IL 60614 (773) 880-1460, as may be modified, amended, or supplemented in the future.

**Offender** means a person serving a sentence of incarceration in an institution, program, or facility operated by the Department of Corrections.

**Offender Return Rate** means an adult offender who enters or returns to an adult community correctional facility or prison in Montana for any reason within three years of release from any correctional facility.

**Offer** means a written response to this RFP that, if accepted, would bind the offeror to perform the resulting contract.

**Offeror** means one whom submits a proposal in response to this RFP.

**Optometric Service** means the diagnosis and non-surgical treatment of diseases of the eye.

**Parole** means the supervised release of an offender [into a community] prior to the completion of a sentence, as a result of a decision by the state Board of Pardons and Parole, subject to conditions imposed by the board.

**Per Diem Rate** means the rate paid to Contractor by MDOC for each offender housed at the Facility each day.

**Policy and Procedure** means those written policies and procedures [published by the Department] and required to be followed by Contractor that govern the operation, management, and maintenance of offenders in the Facility, including any future modifications, amendments, or supplements.

**Prison Recidivism** means an adult offender who returns to prison in Montana for any reason within three (3) years of release from prison. Each release can only have one corresponding return.

**Probation** means the courts' release of an offender, subject to supervision by MDOC and under direction of the court. Juvenile probation is supervised by the Montana Supreme Court.

**Program** means the MDOC contracted Sanction, Treatment, Assessment, Revocation, and Transition Program referred to throughout this document.

**Program Participant** means an offender accepted into the Sanction, Treatment, Assessment, Revocation, and Transition Program.

**RFP** means this Request for Proposal (RFP) along with all attachments and subsequent amendments thereto.

**Sanction, Treatment, Assessment, Revocation, and Transition Program (START)** means the MDOC contracted program designed to assess, treat, and find placement for offenders who have been revoked from community placements. START also offers a sanction component for offenders who have not been revoked, but are in need of more supervision and treatment than their current placement can provide. A sanction is not to exceed 30 days. Length of Stay for a revoked offender is not to exceed 120 days without the express written consent of the MDOC Contract Programs Manager. START must provide ten (10) segregated beds for offenders coming from community placements with a mental health diagnosis. These offenders will be evaluated, stabilized (if possible), and re-screened for community placements. Generally speaking, each program function is defined as follows:

a) **Sanction** means a disciplinary removal from an offender's current status for a period of time in a higher level of custody, followed by a return to the offenders' original status. This is not a revocation and the offenders status does not change..

b) **Treatment** means programming or activities designed to address addictive behaviors.

c) **Assessment** means a standardized and objective tool that determines level of risk and

needs factors of each offender that would be a contributing element in recidivism or offender return rates.

**d) Revocation** means removal of a probationary sentence, a parole, or a conditional release and a return to a secure environment.

**e) Transition** means the process by which an offender moves from one custody level, or program, to another.

**State** means the State of Montana.

**Subcontract** means any contract, express or implied, between Contractor and another party for the purpose of furnishing any material or service required for the performance of the Contract.

## **1.5 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be conducted in Helena at the **Scott Hart Building, first-floor Auditorium, 302 North Roberts on Tuesday, July 8, 2008 at 10:00 a.m.** Offeror's are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions brought up at the Pre-Proposal Conference will be oral and in no way binding on the State. Offeror's are asked to notify the MDOC procurement officer that they plan to attend, including the number of representatives that will be in attendance on their behalf.

## **1.6 GENERAL REQUIREMENTS**

**1.6.1 Acceptance of Standard Terms and Conditions/Contract.** *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offeror submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

**1.6.2 Resulting Contract.** This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

**1.6.3 Mandatory Requirements.** To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The State will determine whether an offeror's response complies with the intent of the requirements. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

**1.6.4 Understanding of Specifications and Requirements.** By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

**1.6.5 Prime Contractor/Subcontractors.** The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be identified in the proposal. The State reserves the right to approve/reject all subcontractors. Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

**1.6.6 Offeror's Signature.** An individual authorized to legally bind the business submitting the proposal must sign the proposal in ink. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the proposal must be furnished upon request.

**1.6.7 Offer in Effect for 120 Days.** A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

**1.6.8 Mandatory and Discretionary Terms.** Whenever the terms "shall", "will", "must", or "is required" are written in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to comply with a mandatory requirement will result in rejection of the proposal

Whenever the terms "can", "may", or "should" are used in the RFP, the specification referred to is discretionary. Failure to comply with a discretionary term will not be cause for rejection of the proposal; however, it will probably result in a reduction in evaluation scoring.

## **1.7 SUBMITTING A PROPOSAL**

**1.7.1 Organization of Proposal.** Proposals shall be prepared simply and economically, providing straightforward, concise delineation of the offeror capabilities to satisfy the requirements of this RFP. Offeror's must utilize a 3-ring binder and organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

**"(Offeror's Name)" understands and will comply.**

**1.7.2 Failure to Comply with Instructions.** Offeror's failing to comply with these instructions may be subject to point deductions. The State may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration, any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

**1.7.3 Copies Required and Deadline for Receipt of Proposals.** Offeror's must submit **one original proposal and eight (8) copies** to the MDOC procurement officer. In addition, offeror must submit one electronic copy of the proposal, preferably in PDF format, on compact disk. Offeror's unable to provide an electronic copy of the proposal in PDF format must provide it in Word or text format. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to **RFP#09-001-START**. ***Proposals must be received at the receptionist's desk of the Montana Department of Corrections prior to 2:00 p.m., local time, August 26, 2008.***

**Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.**

**1.7.4 Late Proposals.** *Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.* It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed, if requested by the offeror.

## **1.8 COST OF PREPARING A PROPOSAL**

**1.8.1 State Not Responsible for Preparation Costs.** The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal, as requested by the State, are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

**1.8.2 All Timely Submitted Materials Become State Property.** All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and the offeror resulting from this RFP process.

## **1.9 INSURANCE**

**General Requirements:** Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability:** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage **of \$1,500,000 per occurrence and \$3,000,000 aggregate per year** to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations; premises owned, leased, occupied, or used.

**Specific Requirements for Automobile Liability:** Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by Contractor.

**Specific Requirements for Professional Liability:** Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of **\$1,500,000 per occurrence and \$3,000,000 aggregate per year** to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

## **1.11 PREVAILING WAGES**

### **PREVAILING WAGE REQUIREMENTS**

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of nonconstruction services. The booklet containing Montana's 2003 Rates for Nonconstruction Services is available at the following address: <http://erd.dli.state.mt.us/laborstandard/wagehrprevail.asp>

## SECTION 2: RFP STANDARD INFORMATION

### 2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

### 2.1 OFFEROR COMPETITION

The State encourages free and open competition among offeror. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

### 2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

**2.2.1 Public Information.** All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented by the offeror; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See Mont. Code Ann. § 18-4-304.

**2.2.2 Procurement Officer Review of Proposals.** Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://gsd.mt.gov/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offeror's must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

### 2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

**2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive.** All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications



described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

**2.3.2 Determination of Responsibility.** The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

**2.3.3 Evaluation of Proposals.** An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

**2.3.4 Completeness of Proposals.** Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offeror outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

**2.3.5 Passing Score.** Any proposal that fails to achieve **60% of the total available evaluation points (i.e., 1,200 total points)** will be eliminated from further consideration. Further, a proposal that fails to achieve 60% of the available evaluation points in a *specific* category or receives a "fail" for any individual evaluation criteria may be disqualified at the discretion of the procurement officer

**2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.** After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offeror should clarification or negotiation be necessary. Offeror's may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offeror should be prepared to send qualified personnel to Helena, Montana to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror expense.

**2.3.7 Best and Final Offer.** The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offeror if additional information is required to make a final decision. Offeror's may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

**2.3.8 Evaluation Committee Recommendation for Contract Award.** The evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

**2.3.9 Request for Documents Notice.** Upon concurrence with the evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest

scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place**. The procurement officer will notify all other offeror of the State's selection

**2.3.10 Contract Execution.** Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

## **2.4 DEPARTMENT RIGHTS RESERVED**

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

## **SECTION 3: SCOPE OF PROJECT**

### **3.1 PROGRAM MISSION**

To develop and implement a structured, comprehensive, Sanction, Treatment, Assessment, Revocation, and Transition Program for offenders revoked or sanctioned from Community Corrections placements. To assess every revoked offender's needs and history; to provide treatment plans for every offender; and, to screen appropriate revoked offenders for Community Corrections placements. This Program is meant to prevent offenders [who would and need treatment and community services and may be appropriate for other community corrections placements] from entering MSP. Offenders who have been assessed and determined to be most appropriate for a secure care placement will be transferred to the appropriate State, regional, or contracted prison facility. The START Program will also provide services to a limited number of Mental Health beds to provide mental health evaluations and medication stabilization to offenders revoked or sanctioned from Community Corrections placements.

The intent of this Program is to foster pro-social changes in offenders through the use of appropriate staff modeling, effective treatment curriculum and instruction, and a supportive treatment environment. Persons employed by Contractor to provide these specialized services therefore, should not exhibit unhealthy or addictive behaviors that may, by observation, confound or otherwise negatively impact the effectiveness of the Program.

### **3.2 GOALS AND PERFORMANCE MEASURES**

Proposals should demonstrate and support the plans and methodology the offeror will utilize to meet program goals and how they will measure achievement of these goals. The goals will focus on offender return rates, facility treatment capabilities and offenders served. The goals shall also include population management and placements into available services. The offeror shall provide both quantitative and qualitative measures of the program's performance.

### **3.3 HISTORY**

START is currently operated by Community, Counseling, and Correctional Services, Inc (CCCS). This facility has been operational since 2005 and is currently located in the old Butte/Silverbow Detention facility in Warm Springs, Montana. The Contract for services with CCCS expires in December of 2008.

### **3.4 TREATMENT**

Offenders will have a Chemical Dependency assessment performed by a licensed addiction counselor and a treatment plan will be developed by Contractor. The Program shall offer group treatment and in-house programs to assist the treatment needs of both sanctioned and revoked offenders.

### **3.5 SITING**

The Department may select a contractor to site a Facility and operate a program if, after a public hearing conducted by the offeror, the applicable governing body of the community [where the Facility is proposed to be sited] passes a resolution in support of the proposal. The Facility must be sited near a civilian population center within at least: 30 minutes emergency response time of a hospital; and 30 minutes emergency response time of a full-time or volunteer fire department.

## **3.6 PROGRAM REQUIREMENTS**

### **3.6.1 General**

Contractor shall provide all services and management necessary for operation of the Program, except as otherwise specified in this RFP. The Sanction, Treatment, Assessment, Revocation, and Treatment Program shall provide services for not less than 88 male offenders plus 10 [additional] mental health stabilization beds. Offenders will include: a) Probation, parole, conditional release, and offenders from community corrections programs that are sanctioned to the START Program for not more than 30 days for rule violations (i.e., disciplinary, on-site or intervention hearing); b) Parole, conditional release, and offenders revoked from a prerelease program that are awaiting transfer to the Montana State Prison (MSP) or are being considered for an additional community placement following a disciplinary hearing or on-site hearing.

**3.6.1.1 The Department of Corrections intends to request funding from the 2009 Legislature for an additional 20 beds for a total number of 118 beds.**

**3.6.1.2 Contractor shall begin accepting offenders into the new facility on or before November 1, 2009. Contractor may provide START Program services in the existing facility until the new facility is operational.**

### **3.6.2 Confidentiality**

Contractor will establish a confidentiality policy in accordance with Federal Regulations and Montana Law that identifies how confidentiality will be assured and maintained and exceptions, such as compliance with reporting in regard to the sentencing requirements. Staff and offenders must thoroughly understand and adhere to rules regarding confidentiality of information.

### **3.6.3 Program Description**

Contractor will define day-to-day structure for the in-house population utilizing the facility design and group capabilities. Contractor will define how they will manage a mixed population of sanctioned offenders and revoked offenders in a safe, therapeutic, and structured environment.

### **3.6.4 Program Structure and Content**

MDOC has developed a program that shall confine and supervise offenders that the Department has determined are suitable for transfer to the Facility. Contractor shall furnish subsistence and health services; provide for the offenders' physical needs; retain the offenders in safe, supervised custody; maintain proper discipline and control; and provide cognitive restructuring and the corresponding curriculums necessary to successfully implement this program/curriculum. To ensure compliance with the program design, contract-monitoring reviews will be performed by MDOC.

While specific curriculum and program activities will be determined through a process of negotiation and coordinated development between Contractor and Department, offers shall include: descriptions of the proposed Sanction, Treatment, Assessment, Revocation, and Transition Program design and organization; application of the principles and curriculum of Cognitive Restructuring; specific content areas for treatment and educational activities; and proposed schedules (daily, weekly).

### **3.6.5 Program Intake**

Contractor must develop a program to intake, assess, evaluate treatment needs, and develop a screening process in compliance with MDOC policy 5.8.1 for the eligibility of offenders for community placements. The intake process will include gathering specific personal offender information and photographs of every offender that enters the facility. This information will be utilized by MDOC use and shall be made available to MDOC, as needed. Intake photos and information will need to be compatible for use on the CON website to keep that program updated and accurate.

### **3.6.6 Program Sanction**

The Program shall provide a secure environment and cognitive principled programming for offenders that are placed into the Facility for a period not to exceed 30 days. The Program must be tailored to offenders who are struggling in community placements and are in need of refocus, structure, and victimology. Offenders may come to this "Sanction" component from a hearings officer (Probation and Parole Officer II or Regional Administrator), and may be a Probationer, Parolee, Conditional Release offender, or an offender currently in a prerelease or Community Corrections Treatment facility.

### **3.6.7 Program Treatment**

Contractor must have a Licensed Addiction Counselor (LAC) on staff and will perform Chemical Dependency (CD) evaluations on every offender under its care and supervision. If an assessment shows a dependency, then a written recommendation as to the most appropriate treatment placement will be provided to either the supervising entity on sanctioned offenders or in the referral packets for revoked offenders, respectively. Contractor will also provide plans or treatment options to offenders while they reside in the START facility.

### **3.6.8 Program Assessment Update**

Contractor must utilize a standardized and objective assessment that determines level of risk and need factors associated with offender return rates. Contractor will ensure a comprehensive assessment process for each program participant. Assessments must include and address the following:

- Medical history, physical exam and laboratory work (i.e. CBC, Chemical Profile)
- Substance Abuse Assessment
- Mental Health Assessment
- Identification of risk factors

The Contractor shall develop an objective method by which offenders are assessed at the beginning and end of the Program to measure changes in attitude/behavior. Indicators shall be developed to assist operational staff in monitoring offender's progress during and following Program participation.

**Offers shall describe the comprehensive assessment process to be used and provide the format for summarizing the results.**

### **3.6.9 Program Revocation**

The Program shall provide a secure environment and cognitive principled programming for offenders that are revoked from community placements or supervision and placed into the START Facility for a period not to exceed 120 days. The Program must be tailored to determine the needs of offenders who have failed in community placements or supervision. After the

assessment function, then Contractor staff, along with an MDOC IPPO and a BOPP representative will determine if the offender is appropriate for another community placement, or if Montana State Prison is the appropriate placement. Offenders may come to this "Revocation" component from either a District Court Ruling or an MDOC hearings officer (Probation and Parole Officer II or Regional Administrator). Offenders may be a revoked Probationer, Parolee, Conditional Release offender, or offenders that have failed in a prerelease or Community Corrections Treatment facility.

### **3.6.10 Program Transition**

Contractor must employ case managers to gather assessment information on revoked offenders and put together screening packets for distribution to the appropriate community corrections facility. Contractor will track the local screening process and prepare the offender, as needed, for transport and transition into the appropriate community placement. If an offender cannot be placed within the 120-day program allotment, then a case manager can request, in writing, a Length of Stay extension through the Department of Correction's Contracts Program Manager. Cases where an extension would be acceptable would include more time needed if a placement possibility outside of prison still exists or an offender has been approved for a community placement but is waiting for a bed or slot to open.

Contractor must employ professional staff to transition and assist offenders [with programming needs] that are sanctioned to the program and will be returning to their previous community corrections placement.

## **3.7 HEALTH CARE SERVICES**

### **3.7.1 General**

Contractor shall provide offenders with access to health care services, including: medical, dental, optometric, pharmaceutical, mental health, and other medical-related services. These services must meet ACA and NCCHC standards, federal, state and local laws and regulations, and MDOC policies and procedures. In keeping with operational efficiencies and to reduce exposure to security risk, Contractor must ensure that as much as is possible, health care services will be made available on-site at the facility. Contractor must utilize a managed care service to certify all hospital inpatient admissions.

Unless specifically addressed herein, all health care costs are the responsibility of Contractor as part of the daily per diem rate. However, health care costs associated with an off-site referral are the responsibility of the Department, provided Contractor received pre-authorization from the Health Services Bureau. Medical expenses resulting from the negligence or willful misconduct of Contractor, subcontractor, its officers, agents, volunteers or employees, shall be borne by Contractor.

**Offers must include a physical description of the planned medical office space.**

### **3.7.2 Health Screening**

Contractor shall perform a health intake screening within twenty-four (24) hours of offender arrival at the Facility. Contractor shall keep all offender health records current at all times and shall provide a complete copy of the health record when Contractor returns an offender to the Department.

### 3.7.3 Nursing Services

Contractor shall provide offenders with access to nursing care seven (7) days per week - including forty (40) hours of on-site nursing care. Contractor shall ensure that individuals providing nursing care are licensed to provide such care in the state of Montana. Contractor shall ensure the appropriate training of nursing personnel to provide adequate assessment and triage. At a minimum, Contractor agrees to supervise LPN's (employed at the Facility) with a Registered Nurse (RN) or similar professional.

### 3.7.4 Dental Services

Contractor shall make emergency dental services available to all offenders. All dental services must be pre-approved by the Department's Health Services Bureau. **The cost of all dental services will be the responsibility of the Department.**

### 3.7.5 Medications

(a) Contractor shall provide and administer all over-the-counter (OTC) and prescribed medications. Prescribed medications shall be obtained through the MDOC pharmacy management contractor (Diamond Pharmacy). Prescribed medications shall be billed directly to the Department by the pharmacy contractor. Contractor, as part of the per diem, will provide over-the-counter medications and day-today-medical supplies.

(b) Contractor shall distribute medications, both prescribed and over-the counter, and administer and account for medications in keeping with the Department's drug formulary and with the Montana Nurse Practice Act and Board of Pharmacy regulations. Contractor will advise local providers to use the MDOC drug formulary in most instances. Local providers must be able to justify the use of non-formulary medications at the MDOC Medical Directors request.

### 3.7.6 Emergency Mental Health Services

Mental health services shall be available, as needed, 24 hours per day, 7 days per week. Mental Health Services must be available and provided by licensed and/or certified mental health professionals. The Department is responsible for the cost of all mental health services – excluding transportation and security – provided Contractor received pre-authorization from the appropriate Department designee.

### 3.7.7 Sick Call

(a) Contractor shall ensure that Program staff triage offender health care complaints daily.

(b) Contractor must provide nursing assessment of offenders in accordance with NCCHC Standards and facility size.

(c) Contractor shall ensure that appropriate referrals to a Physician will be made when clinically indicated.

### 3.7.8 Off-site Specialty Services

Contractor is responsible for the arrangement and referral of off-site specialty services. When accessing these services, Contractor will be required to use the medical provider network as outlined in the MDOC contract for Third Party Claims Administration. **Contractor must provide for continuous security of offenders at an off-site medical facility. Offenders shall not be left unattended at any time.**

### **3.7.9 First Aid Equipment**

The Facility must have first aid equipment available at all times for medical emergencies. Equipment must comply with local, state, and NCCHC standards. Staff trained in emergency first aid procedures, including cardio-pulmonary resuscitation, must be present on each shift.

State licensing and certification requirements must apply to health care personnel working in the facility to the same extent as they apply to equivalent personnel in the community. Contractor must make provisions for medical evaluation of any employee or offender suspected of a communicable disease and/or exposure to potentially infectious bacteria.

### **3.7.10 Prior Written Approval**

Contractor shall obtain prior written approval [from MDOC] of all scheduled inpatient hospitalization and surgery. Unapproved inpatient hospitalization and surgery costs will be the responsibility of Contractor.

### **3.7.11 Possession of Prescribed/OTC Medications**

The Program must maintain written policies regarding the possession and use of controlled substances and prescribed/OTC medications. The policies must stipulate that prescribed medications are administered according to the directions of the prescribing professionals. Policy and procedure must specify that the records of all medications distributed by facility staff will be maintained and audited monthly, and include the date, time and name of the offender's receiving medication, and the name of the medical staff distributing medications. MDOC will provide health history records that will accompany the offender to the facility. Staff must be informed of offender's special medical problems within the boundaries of medical confidentiality. Contractor must keep all records current at all times, returning them to MDOC when offender is returned to a Department facility.

### **3.7.12 Notification of Next of Kin**

The Program must maintain written policies and procedures for the prompt notification of an offender's next of kin and the MDOC in case of serious illness, surgery, injury or death. An offender death must be immediately reported to the proper officials as specified in MDOC Policy 4.5.34 - Offender Death. A post-mortem examination of all offenders that die while in the custody of Contractor will be conducted at Contractor's expense pursuant to 46-4-122(2)(a), MCA.

### **3.7.13 Informed Consent**

In accordance with MDOC Policy 4.5.9 - Continuous Quality Improvement Program, Contractor's medical staff shall obtain informed consent from the offender prior to receiving health care treatment. Contractor shall ensure that offenders have the right to refuse treatment consistent with MDOC Policy 4.5.10 - Level of Therapeutic Care.

### **3.7.14 Suicide Prevention**

Contractor shall implement suicide prevention plans, including appropriate seclusion and/or restraint protocols according to a policy approved in advance by the MDOC.



### **3.7.15 Continuous Quality Improvement (CQI)**

Contractor shall provide Continuous Quality Improvement (CQI) information to the Department Medical Director, reflecting all time lines and quality of care.

### **3.7.16 Cost Containment**

Offers must include a detailed plan for the implementation and operation of a Cost Containment Program designed to control health care costs. The offer shall address areas in which cost savings will be achieved and evidence of the success with such a program at other Contractor facilities. The offer must indicate the methods to be used for collecting and analyzing trends in the utilization and cost of health services, along with examples of reports that will be made available to MDOC. Contractor must make utilization and cost containment information available to MDOC upon request.

### **3.7.17 Medical Costs**

(a) All non-emergency medical, surgical or diagnostic services, or durable medical equipment or supplies will require prior approval from the Health Services Bureau. Failure of Contractor to receive prior approval will result in Contractor being solely responsible for the costs. Routine diagnostic lab tests are the responsibility of Contractor.

(b) Emergency cases do not require prior approval for initial assessment. However, the Health Services Bureau must be notified within 72 hours of the incident.

## **3.8 ALCOHOL AND DRUG TESTING**

In accordance with the Department's policy on "zero tolerance" of alcohol or drug use in the Program, Contractor must establish a system of drug testing to ensure an alcohol and drug free environment. Alcohol and drug testing must comply with MDOC Policy 3.1.20 - Standardized Offender Drug Screening. The Department will assist in this process, if necessary. Contractor will be responsible for random testing, maintaining and tracking test results, and providing appropriate Program sanctions.

## **3.9 OFFENDER FILES**

After admission of an offender into the Program, Contractor will establish and maintain appropriate documents and files, which will be stored and secured in a locked cabinet within a locked room in the Program office area. All offender files, and information contained therein, are the property of the Department and shall be returned to the Department upon termination of the contract.

### **3.9.1 Clinical Files**

Information to be kept in the clinical files will include, but is not limited to:

- Offender course completion flow chart
- Initial Needs Assessment
- Program plan
- Intake Assessment
- Admission Agreement
- Disclosure consent form
- Offender curriculum/course progress form
- Individualized progress plan/report
- Individualized Transfer and Aftercare plan
- Rules and measures for progressing from phase to phase

- Confidentiality statement
- Documentation of offender eligibility
- Contain a final written case summary of the offender's performance in the Program

### **3.9.2 Medical Files**

Medical files will be maintained and secured separately from all other files. Information to be kept in the medical files will include, but is not limited to:

- Results of Physical Exam and Lab
- Documentation of health care services provided and complaints
- Medication records
- Information from other health care facilities

### **3.9.3 File Security**

Contractor agrees that offender file materials shall:

1. Be kept in a secure area.
2. Not be copied. However, in the event that a community agency providing treatment to an offender requires access to that offender's files, the copying and distribution of those files will be permitted given appropriate release forms and signatures.
3. Be returned to the Department upon the date of offender release from the Program.
4. Be confidential via written policy.
5. Be made available to the Department.
6. If maintained electronically, be scrubbed in accordance with United States Department of Defense and State of Montana, Information Services Division standards.
7. Be appropriately encrypted if sent via electronic mail.

## **3.10 TRANSPORTATION**

Contractor will be responsible for **all** transportation of offenders. This may include, but is not limited to, transportation: to and from the facility; to non-emergent medical appointments; and, to required court appearances that are not the responsibility of the issuing agency. Contractor will transport offenders in accordance with the MDOC policy 3.1.12 – Offender Escort and Transport.

## **3.11 RETURNED CUSTODY**

The Department agrees to assume custody, at reasonable times, of any offender whom the Department believes to be unsuitable for treatment in the program or community placement.

## **3.12 FACILITY CONDITIONS**

### **3.12.1 Environment**

The Facility shall constitute a pleasant, safe, and healthful environment. It is expected that Contractor will utilize offenders to perform housekeeping duties, janitorial services, laundry duties, and grounds maintenance under the concept of "therapeutic tasks." The use of "offender workers" will be considered by the Department if approved and deemed appropriate by the local screening committee.

### **3.12.2 Furniture/Furnishings/Equipment**

All staff and offender furniture, furnishings, and equipment (i.e. desks, tables, chairs, couches, bookshelves, dishes, silverware, etc.) shall be provided by Contractor and be sufficient to accommodate all offenders. Furniture, furnishings, and equipment shall be comfortable and maintained in clean condition and in good repair.

### **3.12.3 Department Office Space**

Contractor must provide the Department with sufficient space at the facility for at least one Department staff position (i.e. Contract Monitor or IPPO). The Department will provide office furnishings and telecommunications equipment for this position. Maintenance and cleaning of these offices will be the responsibility of the Department. Utility costs and other indirect costs will be Contractor's responsibility.

### **3.12.4 Facility Condition Inventory**

Contractor shall complete an annual Facility Condition Inventory (FCI) and submit said report to the Department.

### **3.12.5 Facility Design**

Proposals shall include an architectural design and layout of the proposed Facility, including a detailed narrative sufficient to identify the location of all key components of the Facility.

Contractor should be cognizant of the Department's goals (reference goals in section 3.2) for this facility in their design of the physical plant. The intent of this facility is to act as a deterrent to prison. When an offender is sanctioned from a community corrections program, the facility design should insure an "awareness" of what the offenders' next placement may be if they do not amend their behavior. For all offenders, the facility will need to ensure a safe and secure environment that will deter escape attempts.

3.12.5.1 The facility must have the capability of lock down operations for facility management and count purposes. The facility must be designed to manage contraband entering and leaving the facility, and ensure that facility staff do not aid in contraband movement.

3.12.5.2 The facility must have a non-scaleable fence surrounding any outdoor recreation area or any areas where facility design allows offenders access to an outdoor environment. The fence must also deter any attempts to dig under the base.

3.12.5.3 The facility may have an intake area (room) that can hold up to 8 offenders, but the general living quarters of the Facility will not hold more than four (4) offender beds in a room.

3.12.5.4 The facility must have rooms that are designed for treatment and education groups consistent with the program requirements noted in sections 3.7.3 thru 3.7.8.

3.12.5.5 The facility must have a segregated unit designed for housing and treatment of up to ten (10) offenders that have mental health needs. These beds are **in addition to** the original eighty-eight (88) START beds. The intent of this unit is to evaluate and stabilize offenders with mental health issues and attempt to place them back into the community.

3.12.5.6 The facility must have an outdoor recreational area sufficient to ensure the positive morale of offenders. The facility may have an indoor recreation area designed to achieve the same goals of offender morale and compliance.

- 3.12.5.7 The facility must have a food services unit capable of providing dietary requirements that are consistent with the requirements outlined in section 3.21 – Food Services. Facility design may utilize a common food service area or choose to serve food in designated units

### **3.13 SAFETY**

The Facility shall be maintained and equipped to ensure the health and safety of the offender. Physical health and safety features of the Facility shall conform to requirements of local, state, or federal authorities having jurisdiction. Contractor shall provide offenders with reasonable protection against the danger of fire and smoke, injury attributable to the environment, electrical hazards, and the spread of disease and infection. Contractor shall maintain a record of inspections made by local, state and federal authorities and a subsequent log of actions taken to correct violations or deficiencies. Plans shall be maintained identifying the steps and timetable for correction of non-conforming conditions.

### **3.14 WORK STOPPAGES**

Contractor shall develop and maintain written plans providing for the continued operation of the Program in the event of an employee work stoppage.

### **3.15 DISASTERS**

Contractor shall develop and maintain written plans that identify the procedures for meeting disasters. The plans and procedures shall include assignments of tasks and responsibilities, instructions for the use of alarm systems, notification of authorities, use of special emergency equipment, and specifications of escape routes and procedures. The emergency plans and procedures shall be posted at highly visible locations and explained to each new offender at orientation. Drills shall be held at least quarterly to evaluate the effectiveness of disaster plans and procedures.

### **3.16 OFFENDER ABSENCE/ESCAPE**

**3.16.1** Contractor shall be responsible to prevent escapes from the Facility. Contractor shall engage in immediate and appropriate action to apprehend escapees until law enforcement authorities have assumed control of the pursuit. Contractor shall be responsible for all costs associated with the pursuit and capture of an escapee and his transportation back to secure custody in the State of Montana. Contractor shall develop a plan in conjunction with local law enforcement for the apprehension and reporting of escapes from the Facility.

**3.16.2** Contractor shall be responsible for all costs incurred by the State or any political subdivision of the State incurred as the result of escapes, riots, disturbances, or other natural or human caused events at the Facility.

**3.16.3** When an offender is unaccounted for and determined to be Absent Without Leave (AWOL), MDOC Policy 3.2.2, Facility Escapes shall be followed. If there are extenuating circumstances, the reporting staff person will indicate them to the Department's representative.

### **3.17 UNLAWFUL/SUSPICIOUS BEHAVIOR**

Contractor shall report allegations of criminal conduct of offenders to local law enforcement officials and the Department. Contractor shall cooperate with any administrative or criminal investigation regarding an offender.

### **3.18 OFFENDER SUPERVISION**

Contractor shall maintain adequate offender supervision in compliance with contract requirements.

### **3.19 LAUNDRY**

Laundry services shall be the responsibility of Contractor.

### **3.20 FOOD SERVICES**

- A. Contractor must provide Program Participants with three meals each day, including two hot meals. Meals shall be served at regular meal times during each 24-hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food demands.
- B. Contractor's breakfast, lunch, and dinner menus must provide a minimum of 63 grams of protein and a minimum of 2,900 calories for each offender during each 24-hour period. These amounts must conform, at a minimum, to the recommended dietary allowances provided by the National Research Council Food and Nutrition Board. The food service area must comply with state and local health regulations.
- C. Food service staff must develop and publish advance menu plans that are approved by a registered dietician. Copies of all menus served must be kept at the Facility with menu substitutions documented.
- D. Contractor must provide the following special diets in accordance with MDOC Policy 4.3.2, Menu Planning: low cholesterol; non-pork; modified vegetarian; strict vegetarian; low sodium; low sugar; modified consistency diet for geriatric offenders; and religious and specialized medical diets, including renal, gluten free, liquid, and diabetic diets.
  - 1. Contractor will provide a single menu for staff and offenders.
  - 2. All menu plans will be based on the Recommended Dietary Allowances (RDA) for males/females (as appropriate) aged 25-50 years as provided by the National Research Council Food and Nutrition Board.
  - 3. Contractor must maintain adequate refrigeration, cooler and dry storage space to keep a minimum one-week food inventory supply on hand at the Facility.
  - 4. The kitchen and the dining area must be adequately ventilated and properly furnished and clean. A Facility supervisor must conduct routine inspections on a weekly basis.
  - 5. Documentation at the Facility by state or local inspection authorities that food service facilities and equipment meet established governmental health and safety codes must be maintained. Deficiencies must be noted and corrected as quickly as possible and within a reasonable period of time.

6. All food service personnel must have clean hands and fingernails; wear hair nets or caps; wear washable garments; be in good health; free from communicable disease and infected open wounds; and must practice hygienic food handling techniques. All foods must be properly stored or disposed of at the completion of each meal.

### **3.21 ACCOUNTABILITY**

Contractor shall provide property inventory and control and strict accountability of resident funds and personal belongings.

### **3.22 AGENCY SECURITY REGULATIONS**

**3.22.1** Contractor will be required to address [in policy], the following security related areas:

1. Use of force.
2. Offender counts.
3. Offender movement control.
4. Key and tool control.
5. Offender searches.
6. Fire life safety.
7. Entrance procedures.
8. Logs and record keeping systems.

#### **3.22.2 Incident Management**

Contractor must have a written Emergency Response (Emergency Preparedness) Plan including appropriate procedures. Department will assist if necessary to ensure the Plan and procedures comply with the Department's Emergency Preparedness Policies. Contractor must have a written plan for dealing with offender disturbances and hostage taking. Contractor must have a signed Mutual Aid Agreement in place with local law enforcement, fire and health agencies.

#### **3.22.3 Contingency Plan**

Contractor and Department shall develop a Contingency Plan for transferring control of the Program to the Department or another contractor upon termination or expiration of this Contract.

#### **3.22.4 Offender Movement**

Contractor must have a written plan to control movement within and outside of the Facility consistent with MDOC Policy 3.1.11 - Offender Movement Control. The Facility policy and procedure must account for the whereabouts of the offenders at all times. Contractor will be required to provide security at all times for offenders assigned to its custody. This includes, but is not limited to: offender counts, court appearances, off-site medical appointments and hospitals stays.

### **3.22.5 Plan Review**

Contractor shall, on an annual basis, review its Contingency, Emergency Response, and Mutual Aid plans and meet with the Department to review the plans.

### **3.22.6 Use of Force**

Contractor shall be allowed to use force only while on the grounds of the Facility, while transporting offenders, and while pursuing escapes from the Facility. Contractor shall be authorized to use only the level of force that is consistent with Department policies 3.1.8 - Use of Force and Restraints; 3.1.9 - Use of Chemical Agents and Oleoresin Capsicum (OC); and 3.1.17 - Searches and Contraband Control (additional items of contraband may be identified and clearly defined by Program policy).

## **3.23 ASSUMED CONTROL**

Offeror must provide detailed plans [for Department approval] that the Department may use to assume control of the Program. Detailed plans shall include, but are not limited to: A plan identifying the process of transferring the Program operation from Contractor to the Department upon termination of the contract.

## **3.24 RELIGIOUS ACTIVITIES**

Contractor must provide offenders the opportunity to voluntarily practice their own religious activities, subject only to those limitations necessary to maintain the order and security of the Facility. Offenders cannot be required to attend or participate in religious services or discussions.

## **3.25 OFFENDER RIGHTS**

Contractor must adopt and implement MDOC Policy 3.3.3 - Offender Grievance Procedures. Contractor must provide the Department with copies of all offender grievances monthly, along with statistical information on number and type of grievances received as required by the Department.

## **3.26 OFFENDER TELEPHONES/COMMISSIONS**

Contractor must contract with a public or private telephone company to provide coinless, collect telephone service or phone cards for offenders. The telephone service contract must be submitted to the Department for review and approval prior to acceptance by Contractor. Rebates/commissions or other compensation received by Contractor from the telephone service provider must be directed to the Department. Copies of source documentation supporting said rebates/commissions must be available for Department review.

## **3.27 OFFENDER COMMISSARY/CANTEEN**

Contractor shall make canteen items available to offenders. Prices charged for items should be comparable to those charged in Department facilities. Separate financial records and accounts must be maintained by Contractor for all canteen business.

## **3.28 FISCAL MANAGEMENT/REPORTING**

### **3.28.1 Annual Reports**

Contractor must have an independent financial audit conducted annually, at its expense, and submit these to the MDOC Contracts Program Manager no later than December 1<sup>st</sup> of each calendar year.

Contractor will submit an annual report to the Department within 30 days of the end of each fiscal year. This report will compile the information acquired via the quarterly reports. In addition, the annual report must include information relative to the current status/location of each offender released from the facility. This information will be maintained for three years from the release of each offender that enters the facility.

### **3.28.2 Quarterly Reports**

Contractor will provide the Department with a quarterly report that indicates the release destinations of all offenders that enter and exit the program. The report will include the length of placement of each offender and all programming the offender received while residing in the facility.

### **3.28.3 No Adverse Change**

On an annual basis, Contractor must certify by signature of its authorized representative, that since the date of Contractor's most recent financial statements, there has not been any material adverse change in Contractor's business or condition, nor has there been any change in the assets or liabilities or financial condition from that reflected in the financial statements which is material to Contractor's ability to perform its obligations under this Contract. If requested, Contractor agrees to provide the Department with a copy of its most recent financial statement.

### **3.28.4 Program Audits**

Contractor must allow access to Program records, staff, and offenders to enable the Department, the Montana Board of Pardons and Parole, the Montana Legislative Auditor or other entities of the State the opportunity to conduct periodic Program reviews and/or Contract audits.

## **3.29 VISITATION**

Contractor must provide physical space, furniture, equipment and supervision for visitation in accordance with applicable ACA Standards.

## **3.30 COMPLIANCE**

Contractor shall comply with all applicable local, state, and federal laws and regulations, correctional standards as set forth in Department policy and procedure, and policy and procedure adopted by the Facility and any court order pertaining to a program participant.

## **3.31 INFORMATION TECHNOLOGY**

Contractor's Facility shall provide Video Conferencing capabilities that allow for connectivity to the court systems and other correctional facilities and the MDOC Central office in Helena.



### **3.32 OFFENDER PROPERTY**

Offender personal property will be limited to three (3) complete changes of clothing and sufficient personal hygiene items, with exceptions as approved by the Department. The offender and/or Contractor is responsible for providing offender clothing. Contractor must develop a policy to address this issue.

### **3.33 PROGRAM STAFFING**

To promote public safety and offender accountability, staffing must be adequate to meet safety and Program needs and shall be established in agreement with the Department. Contractor must provide sufficient, experienced personnel to meet the requirements specified in this request. At various times, Contractor may need to adjust their staffing pattern in accordance with the flow of offenders entering the Program.

#### **3.33.1 Selection**

The selection of staff is a critical element in a Program's effectiveness. Contractors ability to select, hire, train, and manage employees is essential to Program success. Contractor will hire all Program and support staff and it will be the Contractors' responsibility to hire and retain an adequate number of qualified and certified staff at all times to ensure that the Program is never disrupted or compromised due to employee absences from work or because of vacant positions.

#### **3.33.2 Certifications**

All CD counselors providing services for the Program must be certified, or eligible for certification, through the Montana Department of Commerce. Permanent Program employment shall be contingent on counselors being certified within the first 24 months of employment. The Supervisor Counselor must be certified at the time of employment. Certification is not required for the Case Managers; however, the Case Managers must have a baccalaureate degree.

#### **3.33.3 Submission of Staffing Plan**

Offeror's must submit a staffing pattern (Staff Assignment Schedule) that will demonstrate an adequate number of staff to ensure supervision for the custody, control, and safety of offender's in the Program. The Staff Assignment Schedule shall include 24-hour supervision as well as adequate, qualified staff to provide all required services. Offeror's must provide position descriptions for each position designated on the Staff Assignment Schedule.

#### **3.33.4 Staff Training**

Prior to delivering services, the offeror shall address strategy for obtaining the following type of training:

- Cognitive restructuring curriculum that focus on behavioral change and cognitive models that target criminogenic thinking.
- Gender and culture specific training, with particular emphasis on Native American culture.
- Training to help staff increase their comfort level with more difficult clinical issues faced when working with offenders.

#### **3.33.5 Background Staff Investigations**

Contractor shall conduct a criminal background investigation of each Program employee and subcontractor *prior* to allowing said persons with access to the Facility. Contractor shall not employ a person with a felony record without prior Department approval.

#### **3.33.6 Staff Recruitment and Hiring Practices**

Offeror's must ensure all areas of responsibilities are addressed relative to hiring requirements (background investigations, fingerprinting, licensure, registration, etc.), recruitment practices, and hiring of vacant and critical positions and position descriptions. All staff (employees and contracted) shall be funded by the Contractor within the per diem rate.

A Department employee shall be allowed to participate with Contractor in the hiring process (i.e., interview and selection) of key Program staff. Contractor shall submit written personnel procedures to the Department within thirty (30) days after hiring the first employee.

### **3.34 SUBCONTRACTORS**

Subcontractors may be used to furnish services required by this solicitation. Identified subcontractors shall have the staff and resources within their own capabilities to provide specified services. Contractor may use volunteers or other community resources to provide recreation, education and religious services to offender. Services of subcontractors and volunteers shall not be authorized without the prior approval of designated Department staff.

Contractor shall not dismiss the services of a subcontractor until prior written notice to designated Department staff has been given along with Contractor's plan to ensure continuation of services without interruption via Contractor's staff or a substitute subcontractor. In either event, Contractor shall provide relevant documentation as to qualifications to ensure the replacement service provider complies with Department requirements. No replacement services shall commence until Contractor receives the Department's written approval to proceed.

## SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

### 4.0 DEPARTMENT'S RIGHT TO INVESTIGATE AND REJECT

The Department may make such investigations as deemed necessary to determine the ability of the offeror to provide and/or perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the Department that the offeror is properly qualified to carry out the obligations of the contract. *This includes the Departments ability to reject the proposal based on negative references.*

### 4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the Department to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet Department requirements. **THE RESPONSE “(OFFEROR’S NAME) UNDERSTANDS AND WILL COMPLY” IS NOT APPROPRIATE FOR THIS SECTION.**

**NOTE: Each item must be thoroughly addressed. Offeror’s taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.**

**4.1.1 References.** Offeror shall provide a minimum of three (3) references that are using services of the type proposed or similar to the type proposed in this RFP. These references may be contacted to verify offeror’s ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

**4.1.2 Resumes/Company Profile and Experience.** Offeror shall specify how long the company submitting the proposal has been in the business of providing the services or similar services requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the service type and dates the services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

**4.1.3 Method of Providing Services.** Offeror shall provide a description of a work plan and the methods to be used that will convincingly demonstrate to the State how services will be provided, the timeframes necessary to accomplish the work, and how the work will be accomplished to meet the contract requirements as more specifically detailed in Section 3. Offeror must specifically address all of the requirements defined in this RFP.

**4.1.4 Offeror Financial Stability.** Offeror’s shall demonstrate their financial stability to provide and support the services specified by: (1) providing financial statements, preferably audited, for the **three (3)** consecutive years immediately preceding the issuance of this RFP, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by its most recent annual report.

## SECTION 5: COST PROPOSAL

### **5.0 COST PROPOSAL**

Offeror's must submit their cost proposal as indicated below. The Department will evaluate the proposed rates to determine the annual cost to the Department. The lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost, as detailed in Section 6.1 – Evaluation Criteria. Offers shall include sufficient, detailed justification to support the offered Per Diem rate.

- A. **Proposed Per Diem rate to operate a Sanction, Treatment, Assessment, Revocation, and Transition Program for NOT LESS than 98 (total) Male Offenders.** Offeror's must provide a rate per offender/per day (Per Diem) to provide the Program services identified in this RFP. Offeror's may elect to submit separate per diem rates for the 88 START beds and the 10 mental health beds.

Daily Per Diem Rate

\$ \_\_\_\_\_

## SECTION 6: EVALUATION PROCESS

### 6.0 BASIS OF EVALUATION

The evaluation committee will review and evaluate the offers according to the following criteria based on a total number of **2,000 points**. **Specific point values for each section will be included with the Departments' response to questions.**

Offers will be evaluated based on the following Scoring Guide. Any offer receiving a "fail" may be eliminated from further consideration.

**Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.**

### SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

**Superior Response (95-100%):** A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response covers areas not originally addressed within the RFP and includes additional information and recommendations that would prove both valuable and beneficial to the State.

**Good Response (85-94%):** A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

**Fair Response (60-84%):** A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

**Failed Response (0-59%):** A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

### 6.1 EVALUATION CRITERIA

Offeror Qualifications		10% of points for a possible 200 points
Category	Section of RFP	Point Value
A. References	4.1.1	
B. Résumé's/Company Profile	4.1.2	
C. Experience/Similar Projects	4.1.2	
D. Staff Qualifications	3.33 & 4.1.2	
E. Method of Providing Service/Work Plan	4.1.3	
F. Offeror Financial Stability	4.1.4	

Scope of Project		10% of points for a possible 200 points
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Category	Section of RFP	Point Value
G. Scope Requirements	3.1, 3.2, 3.3, 3.4, 3.8, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24, 3.25, 3.26, 3.27, 3.28, 3.29, 3.30, 3.31, 3.32 & 3.34	
H. Siting	3.5	

Health Services		Pass/Fail
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Category	Section of RFP	Point Value
I. Health Care Services	3.7 (All)	

Program Requirements		40% of points for a possible 800 points
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Category	Section of RFP	Point Value
J. Operational Date of Facility	3.6.1.2	
K. Program Requirements	3.6 (All except 3.6.1.2)	

Facility Conditions/Design		20% of points for a possible 400 points
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Category	Section of RFP	Point Value
L. Facility Conditions	3.12.1, 3.12.2, 3.12.3 & 3.12.4	
M. Facility Design	3.12.5 (All)	

Transportation		Pass/Fail
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Category	Section of RFP	Point Value
N. Transportation	3.10	

Cost Proposal		20% of points for a possible 400 points
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Category	Section of RFP	Point Value
O. Cost Proposal	5.0	

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost is 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ( $\$20,000/\$30,000 = 67\% \times 30 \text{ points} = 20$ ).

Lowest Responsive Offer Total Cost

\_\_\_\_\_ x Number of available points = Award Points

This Offeror's Total Cost

The Department will evaluate the proposed pricing methodologies to determine the method most advantageous to the State (i.e., The most advantageous offer for (A) and the most advantageous offer for (B) will be evaluated against the most advantageous offer for (C) to make this determination).

## APPENDIX B: SAMPLE CONTRACT

### 1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and \_\_\_\_\_ (CONTRACTOR) enter into this Contract (#). The party's names, addresses, and telephone numbers are as follows:

Montana Department of Corrections  
(Division or Facility)  
1539 11<sup>th</sup> Avenue  
PO Box 201301  
Helena, MT 59620-1301  
(406) 444-3930

(Contractor Name)  
(Address)  
  
(City, State, Zip)  
(phone)

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

### 2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR agrees to provide the following services:

### 3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR \$\_\_\_\_\_ per (unit of measure), not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) per (Fiscal Year, annually, contract period, etc.) for the services described herein.
- B. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice.
- C. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

### 4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

### 5. TIME OF PERFORMANCE

This contract shall take effect upon receipt of final contract signature and shall terminate seven (7) years from the first day of operation of the START program - unless terminated earlier in accordance with the terms of this contract (reference Mont. Code Ann. § 18-4-313). This Contract, including any renewals, may not exceed a total of seven (7) years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

**6. LIAISONS AND NOTICE**

- A. (Name/address) \_\_\_\_\_ or successor serves as DEPARTMENT'S liaison.
- B. (Name/address) \_\_\_\_\_ or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

**7. OWNERSHIP AND PUBLICATION OF MATERIALS**

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

**8. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts and Facilities Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

**9. HOLD HARMLESS AND INDEMNIFICATION**

CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, representatives, assigns, or subcontractors - except the sole negligence of the State under this agreement.



## 10. INSURANCE

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of CONTRACTOR, CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** A certificate of insurance from insurer with a Best's rating of no less than A- indicating compliance with the required coverage's has been received by the Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620. CONTRACTOR must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage's, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,500,000 per occurrence and \$3,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

- C. **Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by CONTRACTOR.

- D. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,500,000 per occurrence and \$3,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

## **11. ACCESS AND RETENTION OF RECORDS**

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

## **12. PUBLIC INFORMATION**

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

## **13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

## **14. AMENDMENTS**

All amendments to this Contract shall be in writing and signed by the parties.

## **15. COMPLIANCE WITH LAWS**

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed,

political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

**16. TERMINATION AND DEFAULT**

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may, without 30 days notice, terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

**17. CHOICE OF LAW AND VENUE**

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

**18. LICENSURE**

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

**19. INTEGRATION**

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

**20. SEVERABILITY**

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

**21. COMPLETED CONTRACT**

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, 1539 11<sup>th</sup> Avenue, Helena, MT 59620-1301.

**SIGNATURE**

**DEPARTMENT**

**CONTRACTOR**

\_\_\_\_\_  
Name/Title  
Facility/Program/Division

\_\_\_\_\_  
Name/Title  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved for Legal Content by:

\_\_\_\_\_  
Legal Counsel  
Department of Corrections

\_\_\_\_\_  
Date

## **APPENDIX C: PREVAILING WAGE RATES – NONCONSTRUCTION SERVICES**

Available electronically on the Montana Department of Labor and Industry web site listed below:

<http://erd.dli.state.mt.us/laborstandard/wagehrprevail.asp>

## **APPENDIX D: REFERENCED POLICIES**

**NOT AVAILABLE ELECTRONICALLY**

**Contact the MDOC Procurement Officer for hard copies.**

<b>MDOC POLICY 3.1.8</b>	<b>USE OF FORCE AND RESTRAINTS</b>
<b>MDOC POLICY 3.1.9</b>	<b>USE OF CHEMICAL AGENTS AND OLEORESIN CAPSICUM (OC)</b>
<b>MDOC POLICY 3.1.11</b>	<b>OFFENDER MOVEMENT CONTROL</b>
<b>MDOC POLICY 3.1.12</b>	<b>TRANSPORT PROCEDURES</b>
<b>MDOC POLICY 3.1.17</b>	<b>SEARCHES AND CONTRABAND CONTROL</b>
<b>MDOC POLICY 3.1.20</b>	<b>STANDARDIZED OFFENDER DRUG SCREENING</b>
<b>MDOC POLICY 3.2.2</b>	<b>FACILITY ESCAPES</b>
<b>MDOC POLICY 3.3.3</b>	<b>OFFENDER GRIEVANCE PROCEDURES</b>
<b>MDOC POLICY 4.3.2</b>	<b>MENU PLANNING</b>
<b>MDOC POLICY 4.5.9</b>	<b>CONTINUOUS QUALITY IMPROVEMENT PROGRAM</b>
<b>MDOC POLICY 4.5.10</b>	<b>LEVEL OF THERAPEUTIC CARE</b>
<b>MDOC POLICY 4.5.34</b>	<b>OFFENDER DEATH</b>